

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
MIDLAND/ODESSA DIVISION

LISA LA REAU

VS.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE CO.

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§
§
§

CIVIL ACTION NO. 7:21-cv-82

JURY DEMANDED

PLAINTIFF'S ORIGINAL COMPLAINT FOR DECLARATORY RELIEF

TO THE HONORABLE UNITED STATES DISTRICT COURT:

Plaintiff Lisa La Reau files this her Original Complaint for Declaratory Relief against Defendant State Farm Mutual Automobile Insurance Company and, in support of her causes of action, would respectfully show the following:

**I.
PARTIES**

1.1 Plaintiff Lisa La Reau is and was a resident and citizen of the State of Texas, specifically the Western District of Texas, at all times relevant to this action.

1.2 Defendant State Farm Mutual Automobile Insurance Company ("State Farm") is an out-of-state company with its principal place of business in Illinois. State Farm can be served with process in this case by serving its registered agent for service in Texas, Corporation Service Company, 221 E. 7th Street, Austin, Texas 78701-3218.

II. JURISDICTION

2.1 This Court has original subject matter jurisdiction under 28 U.S.C. § 1332(a) because the present action is a civil action between a plaintiff who is a citizen of Texas, and a defendant who is a citizen of a state other than Texas, specifically Illinois, and the matter in controversy exceeds \$75,000, exclusive of costs and interest.

III. VENUE

3.1 Venue is proper in the United States District Court for the Western District of Texas, Midland/Odessa Division pursuant to 28 U.S.C. §1391(b)(2) because a substantial part of the events and/or omissions giving rise to the claim occurred in the Western District of Texas, Midland/Odessa Division.

IV. BACKGROUND FACTS

A. Nature of the Action

4.1 This is an insurance coverage action seeking declaratory relief pursuant to 28 U.S.C. § § 2201 and 2202. Plaintiff Lisa La Reau contracted with Defendant State Farm Mutual Automobile Insurance Co. for underinsured motorist coverage ("UIM"). Plaintiff Lisa La Reau was involved in an automobile accident caused by Kirk Brown. Kirk Brown's insurance company tendered policy limits to Plaintiff Lisa La Reau which Plaintiff Lisa La Reau accepted with consent of State Farm. Plaintiff Lisa La Reau asserted this recovery was less than the damages suffered by Plaintiff Lisa La Reau in the accident and made an underinsurance claim for underinsured motorist coverage under her State Farm policy, which claim was denied.

4.2 Plaintiff Lisa La Reau seeks a declaratory judgment that her damages from the accident exceed her settlement with Kirk Brown and that she is owed underinsurance coverage benefits by State Farm.

B. The motor vehicle collision and Plaintiff's injuries were caused by underinsured motorist Kirk Owen Brown

4.3 On February 8, 2019, at or before 6:26 a.m., Lisa La Reau was stopped on FM 1213 at the yield portion of the intersection with State Highway 158, waiting to turn right onto eastbound 158.

4.4 Also at that time, Kirk Brown was driving his Ford F-350 truck eastbound on State Highway 158, near the intersection of SH 158 and FM 1213.

4.5 While traveling eastbound, Brown swerved right, well outside of his lane of travel, and into La Reau.

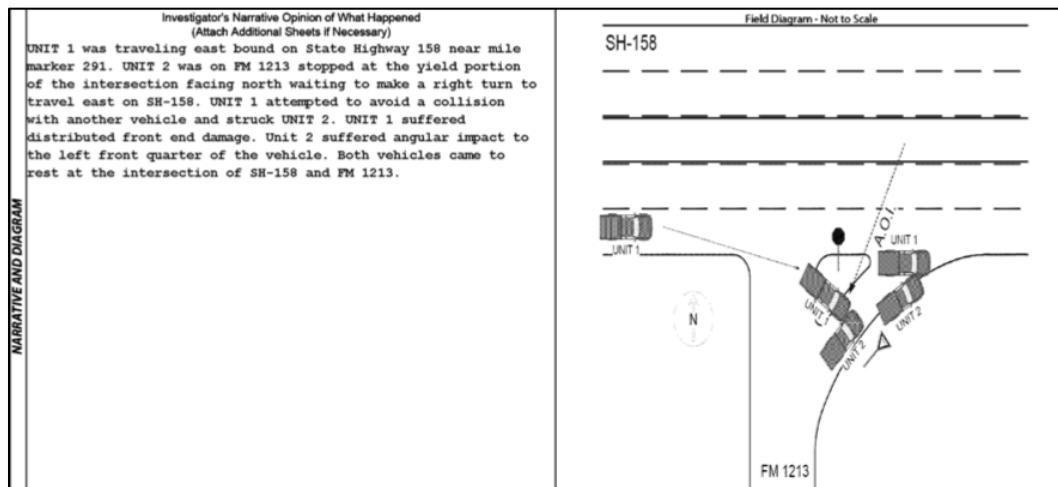


Figure 1. Trooper's Narrative and Diagram from the subject CR-3.

4.6 As a direct and proximate result of Brown's conduct, Lisa La Reau sustained severe injuries.

4.7 Also a result of his conduct and the subsequent crash, Brown was cited by the Texas Department of Public Safety for Failure to Drive in a Single Lane.¹

| CHARGES | Unit Num. | Prn. Num. | Charge | Citation/Reference Num. |
|---------|-----------|-----------|------------------------------|-------------------------|
| | 1 | 1 | Fail to Drive in Single Lane | TXSDU80TNA4G |
| | | | | |
| | | | | |

Figure 2. Charges section from the subject CR-3.

C. Plaintiff was covered under an underinsured motorist policy with Defendant State Farm Mutual Automobile Insurance Company on the date of the subject incident.

4.8 At all relevant times, Plaintiff was covered by an insurance policy, specifically Defendant State Farm Mutual Automobile Insurance Company Policy No. 317-7997-F11-49 (“the policy”).

4.9 The State Farm policy carries \$250,000 in underinsured motorist (UIM) coverage.

4.10 The policy issued by Defendant State Farm insured Plaintiff La Reau in the event she was injured by the negligence of an underinsured motorist. Brown was an underinsured motorist as defined by the law and the State Farm policy in question.

4.11 Plaintiff has complied with all terms of the policy, has sought, and State Farm provided, consent to settle Ms. La Reau’s claims with Mr. Brown’s insurer.

V. CAUSE OF ACTION – DECLARATORY JUDGMENT

5.1 Plaintiff La Reau seeks from this Court a declaratory judgment determining her rights under her automobile policy with State Farm that was in effect on February 8, 2019.

¹ February 11, 2019 Texas Peace Officer’s Crash Report (Form CR-3) pertaining to the subject incident, p. 2.

5.2 Plaintiff seeks a declaratory judgment establishing the parties' relative rights and responsibilities under the policy, including:

- a. Plaintiff's status as a beneficiary under the State Farm policy;
- b. Plaintiff has satisfied all conditions precedent to UIM coverage under the policy;
- c. Kirk Brown's status as an underinsured motorist under the policy;
- d. The negligence of the underinsured driver, Kirk Brown, in causing the injuries of Plaintiff Lisa La Reau made the basis of this lawsuit;
- e. Plaintiff's damages were proximately caused by the underinsured driver's negligence; and
- f. Defendant State Farm is obligated to pay to Plaintiff Lisa La Reau the difference between what Plaintiff Lisa La Reau was compensated by Kirk Brown's insurance carrier and Plaintiff Lisa La Reau's damages from the accident up to the State Farm UIM policy limit.

VI. CONDITIONS PRECEDENT

6.1 All conditions precedent (including policy conditions) to Plaintiff's right to recover herein and to Defendant's liability have been performed or have occurred.

VII. RESERVATION OF RIGHTS

7.1 Plaintiff reserves the right to amend her pleadings to add additional counts, parties, and/or elements of damage as discovery proceeds.

VIII. JURY DEMAND

8.1 Plaintiff hereby timely files her request for a trial by jury pursuant to the Federal Rules of Civil Procedure and tenders the appropriate fee.

**IX.
PRAYER**

9.1 Plaintiff Lisa La Reau prays Defendant State Farm Mutual Automobile Insurance Company be cited to appear and answer, that this case be set for trial, and that Plaintiff recover a judgment of and from the defendant for UIM policy benefits in such amount as the evidence may show and the jury may determine to be proper, in addition to pre-judgment interest, post-judgment interest, costs, and all other and further relief to which Plaintiff may show herself to be entitled.

Respectfully submitted,

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